TERMS AND CONDITIONS
BONNEY ENERGY GROUP PTY LTD

ABN 24 053 113 992 (Bonney Energy Tasmania)

The following terms and conditions and the particulars and conditions contained in any Application made by the Customer to Bonney Energy Tasmania are those which Bonney Energy Tasmania and the Customer have agreed to and which apply to the supply of Equipment, Products, Services, Cards and credit in the event that the Customer becomes an accepted credit account Customer of Bonney Energy Tasmania ("**Contract**").

1 DEFINITIONS IN THESE TERMS AND CONDITIONS:

Authorised Agent: means a person described as such in clause 3a).

Account: means the account opened by Bonney Energy Tasmania for the Customer to which amounts payable by the Customer may be debited.

Application: means the attached credit application made by the Customer to Bonney Energy Tasmania.

Bonney Energy Tasmania: means Bonney Energy Group Pty Ltd (ABN 24 053 113 992).

Caltex/Ampol: means Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128) trading as "**Ampol**" or **"Caltex/Ampol"**.

Card means:

a) Bonney Energy Tasmania 24 Hour Zoom branded embossed plastic card with an encoded magnetic strip and or chip issued for use in conjunction with the Customer's Account; or
b) A Caltex/Ampol branded embossed plastic card with an encoded magnetic strip and or chip issued by a Caltex/Ampol card issuer for use in conjunction with the Customer's Account; for the purchase of Products.

CCA: means the Competition and Consumer Act 2010 (Cth).

Corporations Act: means the Corporations Act 2001 (Cth).

Customer: means the person, company, firm, partnership or other entity or organisation identified as the "Customer" in the Application to open an Account with Bonney Energy Tasmania.

Equipment: means any equipment supplied by Bonney Energy Tasmania other than the Products, including tanks, pumps and any other equipment or materials.

Facility: means a service station facility (manned or unmanned) that supplies Products to the Customer.

Fees and Charges means:

a) a monthly fee per Card;
b) any dishonour fee referred to in a direct debit service agreement with the Customer in relation to the Account;
c) interest referred to in clause 17b); each as notified to the Customer, with reasonable notice of any change.

Insolvency Event: means the occurrence of any of the following events in relation to a party:

a) a party commits any act which is defined as "an act of bankruptcy" under the Bankruptcy Act 1966 (Cth), regardless of whether or not the party is an individual;
b) a garnishee notice, or a notice under section 120 of the PPSA, is given to:

(i) a debtor of that party; or
(ii) any other person that otherwise owes or may owe money at any time to that party, in connection with any money that the party is said to owe;

c) in the case of an individual, the party dies, is imprisoned or becomes incapable of managing his or her own affairs;
d) an application is made to a court for a provisional or final order declaring a party provisionally or finally bankrupt or insolvent;
e) a special resolution is passed to wind up or otherwise dissolve the party;
f) a party is, or makes a statement from which it may be reasonably deducted by the other party that a ground or grounds on which the party may be wound up exists as specified in section 461 (or in the case of a part 5.7 body, section 585) of the Corporations Act;
g) a party has a controller (as defined in the Corporations Act) appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property;
h) a mortgagee, charge or other holder of security, by itself or by or through an agent, enters into possession of all or any part of the assets of the party;
i) the party applies for, consents to, or acquiesces in the appointment of a trustee or receiver in respect of the party or any of its property;
j) the party takes any step to obtain protection or is granted protection from its creditors under any applicable legislation or a meeting is convened or a resolution is passed to appoint an administrator or controller (as defined in the Corporations Act) is appointed in respect of any part of the property of the party;
k) the party is or states that it is unable to pay its debts when they fall due;
l) except to reconstruct or amalgamate while solvent on terms approved by the other party, the party enters into or resolves to enter into a scheme of arrangement, compromise or re-construction with its creditors (or any class of them) of with its members (or any class of them) or proposes a reorganisation, re-arrangement, moratorium or other administration of the party's affairs;
m) the party is the subject of an event described in section 459(C)(2) of the Corporations Act; or
n) anything analogous or having a substantially similar effect to any of the events specified above happens in relation to the party.

Liability: includes all liabilities, losses, damages, Fees and Charges, costs, claims, interest, fees, penalties, fines, assessments, forfeiture and expenses of whatever description (whether actual, contingent or prospective).

Lubricants: means any lubricant product supplied by Caltex/Ampol or any other supplier to Bonney Energy Tasmania.

Motor Fuel: means any fuel product supplied by Caltex/Ampol or any other supplier to Bonney Energy Tasmania.

Personnel: means any of the Customer's Authorised Agents, employees, agents, officers and contractors.

PPSA: means the Personal Property Securities Act 2009 (Cth).

Product: means Motor Fuel, Lubricants, and any other product nominated by Bonney Energy Tasmania as available on a Card at a Facility.

Service: means delivery of Product or any other service provided to the Customer on Account.

Unless the context otherwise requires, words importing the singular include the plural and vice versa, and terms like "includes" do not serve to exclude.

2 **BONNEY ENERGY TASMANIA CARD AND FACILTIES**: Bonney Energy Tasmania will make the Account, its associated Cards, and Facilities available to the Customer as a convenience to enable the Customer to obtain Products from Bonney Energy Tasmania, subject to the Customer's compliance with the Contract.

3 **ISSUING OF CARDS:** In consideration of Bonney Energy Tasmania making the Card Account available to the Customer, the Customer agrees and warrants that any Card issued under the Account will only be used by the Customer and its Personnel in accordance with the Contract. For each Card issued to the Customer:

a) the Customer must supply such details relevant to its use as reasonably specified by Bonney Energy Tasmania, for example the Customer's name and/or card operator Personnel name and the fleet number and/or vehicle registration number of a vehicle in connection with which the Customer intends the Card to be used;
b) any person whose name appears on a Card must be over the age of 18 years and is deemed to be the Customer's agent for the purpose of operating the Account (**Authorised Agent**). The Customer warrants that each Authorised Agent has read these Terms and Conditions. An Authorised Agent has no authority to nominate a further Authorised Agent;
c) if the Customer wishes to withdraw its authority for the Authorised Agent to operate on the Account the Customer must take possession of the Authorised Agent's card and notify Bonney Energy Tasmania in writing that the authority to use the Card is withdrawn. Bonney Energy Tasmania will then cancel the Card as soon as practicable; and
d) the Customer remains liable to make payment to Bonney Energy Tasmania in accordance with the Contract for any transactions made using a Card up until the time the Card is cancelled by Bonney Energy Tasmania.

4 **VALIDITY OF CARD:** Each Card issued will be for the sole use of the Customer (including where applicable its Authorised Agent) and may only be used during the validity period shown on the front of the Card (if one is shown). If a Card has a signature panel on its reverse side, the Customer must sign the Card immediately upon receiving it. Such Card will not be accepted unless it carries the Customer's or the Authorised Agent's signature.

5 **PURCHASE OF PRODUCTS:** If a transaction is processed manually, the Customer or a person authorised by the Customer will be required to sign a Bonney Energy Tasmania Card sales voucher acknowledging receipt of the Products and/or Services supplied.

6 **USE OF CARDS:** A Card must only be used within the period from the date the Customer receives the Card until the Card is cancelled or terminated. The Customer must not use the Card or make a manual transaction after a Card is cancelled or terminated. The Customer or its Authorised Agent as applicable may, from time to time use a replacement Card provided that the use is authorised by Bonney Energy Tasmania and used in the manner advised by Bonney Energy Tasmania.

7 **CUSTOMER PURCHASES BY USE OF CARD**: The Customer may affect a purchase by the use of a Facility in a manner as advised by Bonney Energy Tasmania from time to time. Upon completion of a Card transaction the Customer will receive a receipt or voucher. It is the responsibility of the Customer to check that the details of the transaction have been accurately recorded on the receipt or voucher. The receipt or voucher so issued will be the only certification issued to the Customer in respect of the Card transaction.

8 **UNAVAILABILITY OF A FACILITY:** Subject to clause 11 (Limitation of liability), where the Customer is unable to complete a transaction using a Facility, Bonney Energy Tasmania will not be liable for any loss or damage thereby caused and Bonney Energy Tasmania's responsibility will be limited to the correction of any errors and the refund of any Fees and Charges imposed in error on the Customer that may result.

9 **NO RESELLING OF FUEL PURCHASED ON ACCOUNT:** The Customer will under no circumstances resell fuel which has been delivered under the Contract to the Customer without the express consent of Bonney Energy Tasmania. In addition, the Customer also acknowledges that for any arranged or standing delivery to the Customer's location which will be unattended, the Customer consents that the delivery is valid and made in accordance with this arrangement, and that a driver signed delivery ticket left at the site is accepted as proof that delivery of product has occurred.

10 **INDEMNITY:** To the extent permitted by law and subject to clause 11 (Limitation of liability), the Customer is liable for and agrees to indemnify Bonney Energy Tasmania against all Liability and any loss or damage to property, damage, injury or death to any person, arising directly or indirectly from or in connection with any one or more of the following occurring:

a) the breach of any provision of the Contract by the Customer or any of its Personnel;
b) the breach of any laws by the Customer or any of its Personnel;
c) the Customer's (or any of its Personnel's) negligence;
d) any damage to any Products caused by the Customer or any of its Personnel; and
e) any act or omission of the Customer or any of its Personnel, except to the extent caused by Bonney Energy Tasmania or any of its employees, agents or contractors.

11 **LIMITATION OF LIABILITY:**

a) Despite any other provision of the Contract, nothing in the Contract is intended to have the effect of excluding, restricting or modifying any guarantees, warranties, representations or conditions implied or imposed by any laws (including the CCA) which by law cannot be excluded, restricted or modified.
b) Notwithstanding any other provision of the Contract, the liability of Bonney Energy Tasmania, if any, for anything arising out of or in connection with the supply of any Equipment or Products under the Contract (including a breach of a guarantee or warranty implied by any laws in relation to the supply of any Equipment or Products under the Contract (except for any guarantee under sections 51, 52 or 53 of the Australian Consumer Law set out in Schedule 2 of the CCA), not of a kind ordinarily acquired for personal, domestic or household use or consumption), is limited, at Bonney Energy Tasmania's option, to:
   (i) in the case of Equipment:
      a) the replacement of the defective Equipment or the supply of equivalent equipment;
      b) the repair of the Equipment;
      c) the payment of the cost of replacing the Equipment or of acquiring equivalent equipment; or
      d) the payment of the cost of having the Equipment repaired; and
   (ii) in the case of Products:
      a) the replacement of the defective Product;
      b) the payment of the cost of replacing the defective Product.

12 **RESPONSIBILITY FOR PURCHASES:** The Customer agrees that it is responsible for all purchases made on the Account and that:

a) It shall be obliged to pay Bonney Energy Tasmania the cash price of all Equipment and Products and Services purchased on the Account by the Customer or by any of its Authorised Agent(s)

or by any party (authorised or unauthorised) using a Card or other method of making a purchase on the Account, and all other Fees and Charges debited to the Account by Bonney Energy Tasmania under the Contract and interest under clause 17.

b) The risk of loss or damage to any Equipment and/or Products supplied to the Customer by Bonney Energy Tasmania will pass to the Customer immediately upon the despatch of the Equipment or Products to the Customer.

13 PPSA:

a) **Definitions:** unless the context requires otherwise, the terms used in this clause 13 have the meanings given to them in, or by virtue of, the PPSA.

b) **Consideration:** in consideration of Bonney Energy Tasmania agreeing to supply the Equipment and/or Products to the Customer, the Customer:

(i) grants to Bonney Energy Tasmania, at Bonney Energy Tasmania's discretion, a security interest or purchase money security interest (**PMSI**) in the Equipment and/or Products;

(ii) agrees that any Equipment and/or Products supplied after the date of the Contract and any proceeds of sale of such Equipment and/or Products will be subject to:

a. the security interest or PMSI granted in the Contract; and

b. the terms of the Contract;

(iii) agrees that the security interest or PMSI has attached or will attach to all Equipment and/or Products supplied now or in the future to the Customer when the Customer takes possession of the Equipment and/or Products and that the attachment of the security interest or PMSI has not in any way been deferred or postponed from the date of the Contract; and

(iv) agrees to treat Bonney Energy Tasmania's security interest or PMSI in the Equipment and/or Products as a continuing and subsisting security with priority over a registered general security and any unsecured creditors.

c) **Customer must take all steps:** Bonney Energy Tasmania may, by notice to the Customer at any time, require the Customer to take all steps that Bonney Energy Tasmania considers necessary or desirable to:

(i) ensure that the Contract or any security interest or PMSI arising under it, is enforceable against the Customer or any third party; and

(ii) protect, perfect, record, or better secure Bonney Energy Tasmania's position under the Contract as a first ranking security.

d) **Registration:** the Customer acknowledges that Bonney Energy Tasmania reserves the right to register a financing statement in respect of any Equipment and/or Products supplied by Bonney Energy Tasmania to the Customer under the Contract and that Bonney Energy Tasmania can require the Customer to pay the cost and expense of registering a financing statement or a financing change statement.

e) **Notices:** the Customer waives the right to receive a copy of any notice, verification statement confirming registration of a financing statement or a financing change statement relating to the security interest or PMSI under the Contract, unless the notice or statement is required by law and cannot be excluded.

f) **Protection of Equipment/Products:** the Customer agrees:

(i) not to allow any person to register a financing statement over any of the Equipment supplied by Bonney Energy Tasmania without Bonney Energy Tasmania's prior written consent;

(ii) that the Customer must immediately notify Bonney Energy Tasmania if the Customer becomes aware of any person taking steps to register a financing statement in relation to the Equipment and/or Products; and

(iii) to perfect and maintain any security interest or PMSI that the Customer may have in the Equipment and/or Products under the PPSA.

Contracting out of enforcement provisions: if Chapter 4 of the PPSA would otherwise apply to the enforcement of a security interest arising out of the Contract, Bonney Energy Tasmania and the Customer agree that to the extent permitted by law, each of the provisions of the PPSA which section 115 of the PPSA permits parties to contract out of, other than sections 117, 118, 123(1), 134(1) and 135, do not apply to the enforcement of that security interest.

h) **Confidentiality:** Bonney Energy Tasmania and the Customer may not disclose any information of a kind referred to in section 275(1) of the PPSA that is not in the public domain. The Customer agrees that the Customer will only authorise the disclosure of information under section 275(7)(c) or request information under section 275(7)(d), if Bonney Energy Tasmania approves.

i) **Application of payments:** The Customer agrees that any time that the Customer makes a payment to Bonney Energy Tasmania, irrespective of whether the payment is made under or in connection with the Contract, that Bonney Energy Tasmania may apply that payment in any manner that Bonney Energy Tasmania see fit.

j) **Insolvency:** if the Customer becomes subject to an Insolvency Event, without prejudice to any of the Supplier's other rights and to the extent permitted by law:
   (i) the Customer's right to dispose of the Equipment and/or Products in the ordinary course of business in accordance with the PPSA and any of the Customer's other rights in respect of the Equipment and/or Products immediately cease; and
   (ii) the Customer must immediately return the Equipment and/or Products to Bonney Energy Tasmania in which title has not passed as provided for under clause 17(g).

14 EQUIPMENT ON LOAN:

a) Subject to these Terms and Conditions, if Bonney Energy Tasmania provides any Equipment on loan to the Customer, the Customer may use the Equipment for the period of time advised by Bonney Energy Tasmania to the Customer.

b) The Customer acknowledges and agrees that:
   (i) Bonney Energy Tasmania retains title to the Equipment and that:
      A. the Equipment is and will at all times remain Bonney Energy Tasmania's property; and
      B. the Customer does not acquire any proprietary interest in the Equipment;
   (ii) it will not sub-let, lend, pledge, or otherwise part with, or attempt to part with, possession of the Equipment;
   (iii) it will not purport or attempt to sell, dispose of, charge or encumber the Equipment;
   (iv) it will not tamper with the Equipment; and
   (v) risk of loss or damage to the Equipment passes to the Customer in accordance with clause 12(b), and subject to clause 11 (Limitation of liability), Bonney Energy Tasmania will not be liable to the Customer for any loss, costs, damage, expense or claim in relation to the Equipment once the Equipment has been dispatched to the Customer.

c) The Customer agrees that any Equipment provided on loan by Bonney Energy Tasmania to the Customer for use in the storage and handling of petroleum products supplied by Bonney Energy Tasmania to the Customer are supplied on the following conditions that the Customer must:
   (i) only use the Equipment in a proper, safe and skilful manner;
   (ii) maintain the Equipment in good working order and condition;
   (iii) regularly check the condition of the Equipment;
   (iv) notify Bonney Energy Tasmania of any theft or suspected theft of the Equipment or damage to the Equipment immediately after such theft, damage or loss occurs and if the

Equipment becomes unsafe to use, the Customer must immediately stop using the Equipment and take all necessary steps to prevent injuries from occurring to any person as a result of the condition of the Equipment;

(v) notify Bonney Energy Tasmania immediately where there is any damage to or potential damage to the Equipment;

(vi) (at Bonney Energy Tasmania's option) either:

A. make good to the reasonable satisfaction of Bonney Energy Tasmania; or

B. compensate Bonney Energy Tasmania for, any damage caused to the Equipment by or in connection with the Customer's use or any of its Personnel's use of the Equipment, immediately after the Customer or any of its Personnel has caused such damage;

(vi) comply with all applicable laws relating to the Equipment and its use; and

(vii) comply with all reasonable directions of Bonney Energy Tasmania in relation to the use of the Equipment.

d) The Customer must not:

(i) remove the Equipment from its premises without the prior written consent of Bonney Energy Tasmania; or

(ii) use the Equipment for any illegal purpose.

e) To the extent permitted by law and subject to clause 11 (Limitation of liability), the Customer is liable for, indemnifies and keeps indemnified Bonney Energy Tasmania against all loss (including legal costs and expenses on a solicitor/own client basis), Liability (including for any loss or damage to property, or injury or death to any person) and claims by any person, arising directly or indirectly from or in connection with any one or more of the following:

(i) the use of the Equipment by the Customer or any of its Personnel (including leakage of fuel from the Equipment);

(ii) the failure of the Customer or its Personnel to comply with any directions given by Bonney Energy Tasmania in connection with the use of the Equipment;

(iii) any damage to any Equipment caused by the Customer or any of its Personnel or which arises in connection with the use of the Equipment by the Customer or its Personnel;

(iv) any loss or damage whether malicious, wilful, negligent, accidental or otherwise that any person claiming through or under the Customer, may sustain while using the Equipment; and

(v) any negligent act, omission, negligence or default of the Customer or its Personnel in respect of the Equipment, except to the extent caused by Bonney Energy Tasmania or any of its employees, officers, agents or contractors.

f) To the extent permitted by law and subject to clause 11 (Limitation of liability), the Customer releases Bonney Energy Tasmania from any loss, damage, expense or costs incurred by the Customer arising out of or connected in any way whatsoever with the Equipment, including leakage of fuel, except to the extent caused by Bonney Energy Tasmania or any of its employees, agents and contractors.

g) The Customer grants Bonney Energy Tasmania and its representatives the right and will use its best endeavours to ensure that others grant Bonney Energy Tasmania and its representatives the right at all times to enter upon any premises where the Equipment is or believed by Bonney Energy Tasmania to be located, to:

(i) inspect and test the Equipment and its state or repair and operating condition; and

(ii) to retake the possession of the Equipment if Bonney Energy Tasmania in its absolute discretion thinks fit.

h) Subject to clause 11 (Limitation of liability), the Customer will indemnify Bonney Energy Tasmania and hold Bonney Energy Tasmania harmless from all losses, damages, claims, penalties, liabilities and expenses or costs howsoever arising or incurred as a result of the inspection and/or retaking of possession of the Equipment by Bonney Energy Tasmania under clause 11(g).

i) The Customer is responsible for obtaining its own insurance in respect of the Equipment. Bonney Energy Tasmania is not responsible and will under no circumstance arrange or provide any insurance cover for the Customer, including any insurance with respect of the Equipment.

15 PROPERTY AND LOSS: The Customer agrees that each Card is and remains the property of Bonney Energy Tasmania. The Customer must safeguard the Card and its proper use and must ensure that its Authorised Agents safeguard the Card issued to them in similar manner. Without limiting this, the personal identification number ("**PIN**") which is issued in respect of the Card must be appropriately safeguarded and stored separately from the Card so as to minimise the risk of misuse of the Card. Bonney Energy Tasmania is entitled to charge the Customer for any transactions incurred through use of a Card and its PIN and will not be held responsible for any use of the Card in breach of or arising from a breach of the Terms and Conditions or any disclosure of the PIN, intentional or otherwise. If any Card becomes lost or stolen, defaced, mutilated or destroyed, or if the Customer becomes aware of the possibility of any unauthorised use of the Card, the Customer must immediately notify Bonney Energy Tasmania on the phone number which appears on Bonney Energy Tasmania's stationery and/or on its statement of Account and follow up with written notice. Until Bonney Energy Tasmania has received actual first notice (which may be by phone), the Customer will be liable for any unauthorised use of the Card.

16 PAYMENT: Bonney Energy Tasmania will provide the Customer with a monthly statement of the Customer's Account for any Equipment and Products and/or Services together with any applicable Fees and Charges ("the **Principal Monies**") purchased and incurred by the Customer and/or its Authorised Agent(s), during the period to which the statement relates and the Customer must pay the total amount due by the due date shown on the statement ("**Due Date**").

17 DEFAULT INCLUDING INTEREST

a) Where payment is not made by the Due Date the unpaid amount will be designated as overdue on following statements.
b) The Customer will pay interest calculated at the rate of 1.2% per month, or at such other rate or rates as Bonney Energy Tasmania may from time to time by one calendar months' notice in writing nominate, on overdue Principal Monies with the interest computation to commence on the date of invoice to which the overdue money relates. Any amount of the Principal Monies remaining overdue will be capitalised on any day on which Bonney Energy Tasmania issues its monthly statements and shall be deemed to be Principal Monies for the purpose of any Fees and Charges payable in that statement and remain liable to interest.
c) If the Customer fails to make a payment by the Due Date through no fault of Bonney Energy Tasmania, Bonney Energy Tasmania may, in its discretion and in addition to interest, charge the Customer a fee for any reasonable costs that Bonney Energy Tasmania incurs arising out of, or in connection with, the default.
d) The Customer shall also pay to Bonney Energy Tasmania on demand, all costs and expenses including legal costs (and in the case of legal costs on a full indemnity basis) incurred by Bonney Energy Tasmania in relation to the recovery or attempted recovery of any overdue monies owing by the Customer or the exercise, enforcement, attempted exercise or attempted enforcement of the Contract.
e) In the event that Bonney Energy Tasmania receives or holds any monies otherwise payable to the Customer it may at its discretion apply any or all of it to the outstanding Principal Monies and accrued fees for the Account.
f) Until the Equipment and/or Products supplied by Bonney Energy Tasmania to the Customer are paid for in full, ownership will vest in Bonney Energy Tasmania. If the Customer does not pay for the Equipment and/or Products in full, the Customer authorises Bonney Energy Tasmania or its duly authorised agent at any time and without notice to enter upon and into any premises where such Equipment and/or Products may be stored and to remove some or

all of such Equipment and proceed to sell such Equipment for such price as Bonney Energy Tasmania sees fit.

18 DISPUTED TRANSACTIONS: The Customer may contact Bonney Energy Tasmania to clarify details recorded on any Bonney Energy Tasmania statement or invoice. Bonney Energy Tasmania will not be required to consider any question or dispute on the Customer's Account notified more than thirty (30) days after the receipt by the Customer of the relevant statement or invoice.

The Customer must provide Bonney Energy Tasmania with the following details as relevant when disputing any transactions:

a) The Card number/invoice number;
b) The type of transaction;
c) The date, time and amount of the transaction; and
d) If applicable, a copy of transaction ticket/receipt.

19 CANCELLATION:

a) Bonney Energy Tasmania reserves the right to cancel any or all of the Cards issued to the Customer or its Authorised Agent at any time, upon notice to the Customer (or where Bonney Energy Tasmania considers reasonably that the Card is not being used in accordance with the Contract and should be immediately cancelled, without notice) including where the Customer fails to make a payment by the Due Date. Upon cancellation by Bonney Energy Tasmania, all amounts owing by the Customer to Bonney Energy Tasmania on the Cards will at Bonney Energy Tasmania's sole option become immediately due and payable, and the Customer must return to Bonney Energy Tasmania the cancelled Cards.
b) Bonney Energy Tasmania reserves the right at all times to suspend or discontinue the supply of Equipment, Product, Services and/or credit to the Customer without being obliged to give any reason for its action, including where the Customer fails to make a payment by the Due Date.

20 TERMINATION:

a) Bonney Energy Tasmania may terminate the Contract by giving the Customer notice if:
   (i) the Customer repudiates its obligations under the Contract;
   (ii) the Customer does not comply with an obligation under the Contract, and in Bonney Energy Tasmania's reasonable opinion:
      A. the non-compliance can be remedied, but the Customer does not remedy it within 14 days after Bonney Energy Tasmania gives the Customer notice to remedy it; or
      B. the non-compliance cannot be remedied; or
   (iii) subject to any law limiting such right to terminate, an Insolvency Event occurs in respect of the Customer.
b) If the Contract is terminated under clause 20(a), the Customer indemnifies Bonney Energy Tasmania against any Liability arising or incurred (whether before or after termination of the Contract) in connection with the Customer's breach of the Contract and the termination of the Contract.
c) If the Contract is terminated under clause 20(a):
   (i) the Customer remains liable to pay in accordance with clauses 16, 17 and 18 for use of the Account up to the date termination takes effect,
   (ii) parties retain any right of action that has accrued or a breach of the Contract that occurred prior to the date of termination, and;
   (iii) Bonney Energy Tasmania's rights to recover damages are not affected by the termination but Bonney Energy Tasmania must take reasonable steps to mitigate its loss.
d) If the Contract is terminated under clause 20(a):
   (i) Bonney Energy Tasmania may enter any land or the premises where the Equipment is located and remove the Equipment;

(ii) the Customer will be responsible for and will reimburse Bonney Energy Tasmania for Bonney Energy Tasmania's reasonable costs and expenses incurred in connection with retaking possession of the Equipment; and

(iii) if Bonney Energy Tasmania is prevented from taking possession of the Equipment under clause 20(d)(i) and that prevention is otherwise unlawful, the Customer will immediately upon demand by Bonney Energy Tasmania pay to Bonney Energy Tasmania the current market value of the Equipment.

e) Without having to give a reason:

(i) Bonney Energy Tasmania may terminate the Contract at any time by giving the Customer 90 days' notice;

f) The Customer may terminate the Contract at any time by giving Bonney Energy Tasmania reasonable notice, and in either case:

(i) prior to the date the termination by either party takes effect, the Customer must return all Cards and Equipment to Bonney Energy Tasmania;

(ii) the Customer remains liable to pay in accordance with clauses 16, 17 and 18 for use of the Account up to the date termination takes effect; and

(iii) the parties retain any right of action that has accrued or a breach of the Contract that occurred prior to the date of termination.

21 CHANGE OF ADDRESS: The Customer must notify Bonney Energy Tasmania of any change in address or contact telephone or facsimile numbers immediately upon such a change occurring.

22 WAIVER: No waiver of Bonney Energy Tasmania of any breach or non-observance by the Customer or its Authorised Agent(s) of the Contract or any of these Terms and Conditions will be construed as a general waiver, and any such waiver will relate only to the particular breach on non-observance in respect of which it is made.

23 VARIATION: Bonney Energy Tasmania reserves the right to vary, delete and supplement these Terms and Conditions upon fourteen (14) days written notice to the Customer. Such change will take effect for all transactions by the Customer after commencing on expiration of that period of notice.

24 GOVERNMENT TAXES AND CHARGES:

a) Bonney Energy Tasmania reserves the right to charge to the Customer any Government taxes or charges which are now or which in the future may be imposed or charged in respect of the Card and the transactions on the Account including, without limitation, all stamp duties, financial institution duties and any other charges or duties of a like kind.

b) Bonney Energy Tasmania may, in addition to the amount payable for the supply of goods or services including Fees and Charges but subject to having issued a valid tax invoice, recover from the Customer an additional amount on account of GST such amount to be calculated in accordance with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

25 NOTICES: Any notice required to be given by a party pursuant to the Contract will be deemed sufficient if dispatched by post, facsimile or email to, if notice to the Customer, the latest address or number of the Customer notified to Bonney Energy Tasmania and, if notice to Bonney Energy Tasmania, the address or number on Bonney Energy Tasmania invoices and statements. Such notice will be deemed to have been received by the Customer if by post, on the third day after being posted by Bonney Energy Tasmania, or if by facsimile, upon generation of a transmission report by Bonney Energy Tasmania's facsimile machine confirming complete and error free transmission, or if by email, when the email (including any attachment) is sent to the receiving party at that email address, unless the sender receives a notification of delivery failure within 24hours of the email being sent.

26 GUARANTEES: Where Directors of a company are named in the Application to be Guarantors for credit applied for, or provided to the Customer, then any acceptance of the Application is subject to the guarantee and indemnity accompanying the Application being duly executed by all such Directors.

27 CREDIT INFORMATION AND PRIVACY: To enable proper assessment of the Customer's Application and compliance with the relevant sections of the Privacy Act 1988 (Cth) ("**Privacy Act**"), by signing the Application, the Customer consents to and authorises Bonney Energy Tasmania:

to disclose personal information contained in the Application and as permitted by the Privacy Act to a credit reporting agency in accordance with requirements of the Privacy Act;

a) to collect personal or commercial information permitted by the Privacy Act from a credit reporting agency, including a credit report;
b) to use the information collected under clause 270 and 27b) for the duration of the Contract to:
   (i) assess the Customer's Application;
   (ii) assess the Customer's credit worthiness; and
   (iii) collect any overdue payments of the Customer;
c) to obtain information about the Customer's commercial activities or credit worthiness from any business which provides information about credit worthiness;
d) to disclose and collect all relevant credit information to or from credit providers indicated in the Application or named in a credit report to:
   (i) assess the Customer's credit worthiness;
   (ii) assess the Customer's Application; and
   (iii) collect any overdue payments of the Customer;
   and the Customer understands that the personal information may include any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are authorised to give or receive from each other under the Privacy Act;
e) to disclose personal information contained in the Application and as permitted by the Privacy Act to a debt collector to assist in the collection of any overdue payments in respect of credit provided to the Customer;
f) to disclose personal information to affected information recipients as defined and permitted by the Privacy Act;
g) to use and store any personal information for the following purposes and any other purpose as agreed between the Customer and Bonney Energy Tasmania from time to time:
   (i) to give the Customer information about Equipment, Products and/or Services that Bonney Energy Tasmania may provide to the Customer;
   (ii) to consider the Customer's request for Bonney Energy Tasmania to supply Equipment, Products and/or Services;
   (iii) to enable Bonney Energy Tasmania to supply Equipment, Products and/or Services;
   (iv) to participate in the credit reporting system; and
   (v) to manage the Customer's Account.

28 JOINT & SEVERAL LIABILITY: Where two or more persons are included in the Application as "the Customer" then the Liability of those persons under the Contract upon acceptance of the Application shall be joint and several.

29 SEVERABILITY: If a provision under these Terms and Conditions or the Contract is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from the Contract for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision under the Contract.

30 GOVERNING LAW: The Contract will be governed by and construed in accordance with the State of Tasmania.